

Our Customer Relationship Agreement  
**NBN SERVICE DESCRIPTION**

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 24 of this Service Description

**1. ABOUT THE NBN SERVICE DESCRIPTION**

***Our Customer Relationship Agreement***

- 1.1 This is the NBN Service Description of our CRA under which we supply an NBN Service to you. Prior to the activation of your NBN Service, the terms and conditions of your previous service provider apply. After activation of your NBN Service, these terms and conditions apply.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to your NBN Service.

***NBN Services***

- 1.3 Subject to the terms of this Service Description, the following NBN Services (each referred to as a 'Service') are available from us:
- (a) the NBN Fibre (FTTP) Service;
  - (b) the NBN FTTB/FTTN Service;
  - (c) the NBN Satellite Service;
  - (d) the NBN Fixed Wireless Service;
  - (e) the NBN Fibre Phone Service.

## IINET GROUP CRA – NBN SERVICE DESCRIPTION

### 2. THE NBN FIBRE (FTTP) SERVICE

#### *What is the NBN Fibre Service?*

- 2.1 The NBN Fibre Service is a broadband Internet service which uses the NBN Optical Fibre Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 2.2 Details of service plans and applicable charges are available in the Pricing Schedule.

#### *Service requirements and restrictions*

- 2.3 The NBN Fibre Service is only available within an NBN fibre service area. All NBN Fibre Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fibre Service in our absolute discretion.
- 2.4 In order to be able to receive the NBN Fibre Service:
- (a) your Premises must be connected to the NBN Optical Fibre Access Network;
  - (b) you must meet all of our System Requirements;
  - (c) the NBN Co equipment must be installed by NBN Co or a NBN Co approved installer; and
  - (d) if using multiple devices, you will require an NBN ready router.

#### *Connecting to the NBN fibre network*

- 2.5 Unless your Premises is already connected to the NBN Optical Fibre Access Network, in order to receive the NBN Fibre Service, your Premises will need to be connected to the NBN Optical Fibre Access Network. Standard installations are done without charge to you. Installations that are not standard may require you to pay charges. Information about NBN Fibre Service installations is provided on our Website.

#### *Standard Installations*

- 2.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of the Optical Premises Connection Device (**PCD**) on the outside of your Premises.
  - (b) The drilling of a small hole through the wall of your Premises to feed the cable from the PCD through into a wall plate that will be installed inside the Premises. A cable will be run from there to the Network Termination Device (**NTD**).
  - (c) The connection of the power supply unit (**PSU**) into the nearest standard 240V power point to where the NTD is located (this should be within 1.5 metres, and cannot be an extension cord or power board).
  - (d) The connection of a 12V power supply cable from the PSU to the NTD (which should be within 1.5 metres of the PSU). The provision of the power supply is your responsibility.

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### ***Special Installation Requirements***

- 2.7 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:
- (a) where the installation is unusual, complex, difficult, or there are safety issues during the installation;
  - (b) the installation is to a point that is not the closest and most direct path from the street; and
  - (c) using underground cabling from the street to your Premises where aerial cabling would normally be used.
- 2.8 Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the NBN Co equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation. Technical requirements include that:
- (a) the PSU and NTD are in the same building as the main electric meter or switchboard; and
  - (b) the location is:
    - (A) a cool, dry and ventilated area with no sinks or water outlets;
    - (B) within 1.5 metres of a dedicated power point; and
    - (C) away from busy areas which might cause the unit to be knocked or damaged.

### ***Neighbouring property consent***

- 2.9 You acknowledge and agree that where an aerial fibre drop cable will cross a neighbouring property to reach your Premises:
- (a) consent needs to be obtained from the owner of the neighbouring property;
  - (b) NBN Co will, through its contractors, attempt to obtain the consent and in the event the neighbour's consent cannot be obtained, NBN Co will attempt to find alternative means of connecting your Premises, whenever possible; and
  - (c) the process of identifying the owner of the neighbouring property and obtaining their consent may take time and delay the final activation of your NBN Fibre Service.

### ***Battery Backup***

- 2.10 You acknowledge that:
- (a) you have the option of having battery backup for your service. The battery backup unit will provide power to the NTD in the event of a mains power outage. Subject to any applicable Consumer Guarantees and clause 14 of our CRA General Terms, we accept no responsibility for any batteries installed in the battery backup unit. You are responsible for maintaining the

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battery and providing, installing, and maintaining any subsequent or replacement batteries;

- (b) the battery backup unit only operates for as long as the battery lasts which is dependent on a number of factors including the age of the battery and whether it is fully charged.;
- (c) the battery backup unit only powers the NTD. This means that if your service relies on other equipment that requires mains power to function, you will not be able to use your Service during a power outage even if you have a battery backup unit;
- (d) you will not be able to use the NBN Fibre Service at all in a power outage if you do not have a battery backup unit. If you have a battery backup unit you may be able to use a laptop or similar device to access the internet through the NTD during a power outage. In order to do this you would need to connect the laptop to the NTD with an ethernet cable and it may be necessary to re-configure your laptop. You would be able to use the Service for as long as the battery backup unit batteries last and the laptop remains charged;
- (e) the Netphone Service will not operate at all in a power outage even if a battery backup unit is installed. This means the Netphone Service cannot be used to make or receive telephone calls (including calls to emergency service numbers like 000) during a power outage;
- (f) the Fibre Phone Service battery backup - see clause 6.10.
- (g) when considering whether you need a battery backup unit, you should consider the needs of all users of the Service. If you or anyone else in your Premises intends to use a medical or security alarm with your NBN Fibre Service, we recommend that you have battery backup. Please be aware that it is your responsibility to ensure that any medical or security alarm equipment that you use will operate during a power outage and that your medical and security alarm equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of the alarm equipment.

### 3. THE NBN FTTB/N SERVICE

#### *What is the NBN FTTB/FTTN Service?*

3.1 The NBN FTTB/FTTN Service is a broadband Internet service which uses the NBN FTTB/FTTN Network to deliver Internet connectivity at the Network Boundary Point at your Premises.

3.2 Details of service plans and applicable charges are available in the Pricing Schedule.

#### *Service requirements and restrictions*

3.3 The NBN FTTB/FTTN Service is only available within an NBN FTTB/FTTN service area. All NBN FTTB/FTTN Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN FTTB/FTTN Service in our absolute discretion.

3.4 In order to be able to receive the NBN FTTB/FTTN Service:

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- (a) your Premises must be connected to the NBN FTTB/FTTN Network;
- (b) you must meet all of our System Requirements;
- (c) the NBN Co equipment must be installed by NBN Co or a NBN Co approved installer;
- (d) you will require an modem certified for use on the NBN FTTB/FTTN Network;  
and
- (e) using multiple devices, you will require an NBN ready router

### ***Connecting to the NBN FTTB/FTTN network***

- 3.5 Unless your Premises is already connected to the NBN FTTB/FTTN Network, in order to receive the NBN FTTB/FTTN Service, your Premises will need to be connected to the NBN FTTB/FTTN Network. Unless the NBN FTTB/FTTN is supplied over a separate line to your Existing Service, the supply of the NBN FTTB/FTTN Service will involve the disconnection of your Existing Service.
- 3.6 Standard installations are done without charge to you. Installations that are not standard may require you to pay charges. Information about NBN FTTB/FTTN Service installations is provided on our Website.

### ***Standard Installations***

- 3.7 Subject to any changes in NBN Co's installation practices, a standard installation (where relevant) includes:
- (a) if your Premises is an MDU, the installation of a Jumper Cable;
  - (b) if your Premises is not an MDU, the installation of:
    - (A) a Lead-In;
    - (B) a Premises Connection Device (**PCD**) on the outside of your Premises;
    - (C) a Connecting Cable;
    - (D) a Telecommunications Outlet or Passive NTD;
  - (c) in all cases, any other equipment which NBN Co considers is required.

### ***Special Installation Requirements***

- 3.8 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:
- (a) where the installation is unusual, complex, difficult, or there are safety issues during the installation; and
  - (b) the installation requires a Lead-In or Connecting Cable that is beyond the length that NBN Co deems is a Standard Installation.

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- 3.9 Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the NBN Co equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation and may require a third party if the work is not within NBN Co's responsibilities. Tasks not within NBN Co's responsibilities include, but are not limited to:
- (a) if your Premises is an MDU, the installation requires building wiring on your side of the main distribution frame.
  - (b) if your Premises is not an MDU, there is not suitable trenching or conduit to install the Lead-In.

### 4. THE NBN SATELLITE SERVICE

**NOTE:** The NBN Interim Satellite is scheduled to be decommissioned by NBN Co in early 2017. The below details are provided for the NBN Long Term Satellite Service (LTSS).

#### *What is the NBN Satellite Service?*

- 4.1 The NBN Satellite Service is a broadband Internet service which uses the NBN Long Term Satellite Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 4.2 Details of service plans and applicable charges are available in the Pricing Schedule.

#### *Service requirements and restrictions*

- 4.3 The NBN Satellite Service is only available within an NBN Satellite service area. All NBN Satellite Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Satellite Service in our absolute discretion.
- 4.4 In order to be able to receive the NBN Satellite Service:
- (a) your Premises must be connected to the NBN Long Term Satellite Network;
  - (b) you must meet all of our System Requirements;
  - (c) the NBN Co equipment must be installed by NBN Co or a NBN Co approved installer; and
  - (d) if using multiple devices, you will require an NBN ready router
- 4.5 The NBN Satellite Service does not support any VoIP services and is not eligible for Data Packs.
- 4.6 The NBN Satellite Service is subject to NBN Co's Fair Use Policy. This means that traffic on your NBN Satellite Service that is determined by NBN Co as being in breach of its Fair Use Policy may result in immediate restriction, suspension or termination of your Service without notice. Information about NBN Co's Fair Use Policy is provided on our Website.

#### *Connecting to the NBN Long Term Satellite Network*

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- 4.7 Your Premises must be connected to the NBN Long Term Satellite Network in order to receive the NBN Satellite Service.
- 4.8 Where you have an existing service provided via the NBN Interim Satellite Network;
- (a) your existing service will stop working when the NBN Interim Satellite Network is decommissioned;
  - (b) The NBN Long Term Satellite Service NBN Equipment will be installed in a different location at your Premises, unless you elect otherwise;
  - (c) If you elect to install on the same location as your interim service, the interim service will stop working during and after installation;
  - (d) your existing NBN Equipment will be removed by NBN Co either on the date of your NBN Long Term Satellite Service installation or at a later date agreed with you by NBN Co.
- 4.9 Where you have existing Satellite equipment that you no longer require, and this equipment is not NBN Equipment, it is your responsibility to uninstall and remove the equipment from your Premises.
- 4.10 Standard installations are done without charge to you. Installations that are not standard may require you to pay charges. Information about NBN Satellite Service installations is provided on our Website.

### ***Standard Installations***

- 4.11 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of a Satellite outdoor unit on the outside of your Premises. This comprises of:
    - (A) a satellite dish; and
    - (B) an integrated transmitter and receiver;
  - (b) The installation of a satellite NTD inside your Premises;
  - (c) The connection of a cable from the Satellite outdoor unit, via a wall plate to the satellite NTD;
  - (d) The connection of the satellite NTD to a 'plug pack' power supply unit, connected to the nearest standard AC or DC (as appropriate for your Premises) power point to where Network Termination Device is located;
  - (e) The installation of a roof or wall mount (as appropriate for your Premises); and
  - (f) In all cases, any other equipment which NBN Co considers is required.

### ***Special installation requirements***

- 4.12 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician.

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### 5. THE NBN FIXED WIRELESS SERVICE

#### *What is the NBN Fixed Wireless Service?*

- 5.1 The NBN Fixed Wireless Service is a broadband Internet service which uses the NBN Fixed Wireless Customer Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 5.2 Details of service plans and applicable charges are available in the Pricing Schedule.

#### *Service requirements and restrictions*

- 5.3 The NBN Fixed Wireless Service can only be provided within an NBN Co fixed wireless network area.
- 5.4 All NBN Fixed Wireless Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fixed Wireless Service in our absolute discretion.

#### *Connecting to the NBN fixed wireless network*

- 5.5 Unless your Premises is already connected to the NBN fixed wireless network, in order to receive the NBN Fixed Wireless Service, your Premises will need to be connected to the NBN fixed wireless network. Standard installations are done without charge to you. Installations that are not standard may require you to pay charges. Information about NBN Fixed Wireless Service installations is provided on our Website.

#### *Standard Installations*

- 5.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of an outdoor antenna unit on the outside of your Premises.
  - (b) The installation of a Wireless Network Termination Device inside your Premises.
  - (c) Connection of an Ethernet cable from the Wireless outdoor antenna unit, via a wall plate to the Wireless Network Termination Device.
  - (d) The connection of the Wireless Network Termination Device to a 'plug pack' power supply unit, connected to the nearest standard 240V power point to where NTD is located.
- 5.7 You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for the installation.

#### *Special Installation Requirements*

- 5.8 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician.

### 6. NBN FIBRE PHONE SERVICE

#### *What is the NBN Fibre Phone Service?*



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6.1 The NBN Fibre Phone Service is a telephony service to the Premises utilising the NBN Fibre network.

6.2 Details of service plans and applicable charges are available in the Pricing Schedule.

### ***Service requirements and restrictions***

6.3 The NBN Fibre Phone Service is only available in conjunction with the NBN Fibre Service. The service requirements and restrictions of the NBN Fibre Service are set out in clause 2 of this Service Description.

6.4 In order to access the NBN Fibre Phone Service you require a standard telephone handset that is compliant with Australian standards.

6.5 You acknowledge that:

- (a) operator assisted services are not guaranteed;
- (b) the Fibre Phone Service may not operate in the event of a power failure;
- (c) not all devices connected to, nor all services currently operating on, the existing copper-based Australian telecommunications network will necessarily be able to operate in their present form on the NBN Fibre Phone Service;
- (d) while we use our best efforts to ensure continuity of the NBN Fibre Phone Service, subject to your rights and our obligations under the Australian Consumer Law, we cannot guarantee that the NBN Fibre Phone Service will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use the NBN Fibre Phone Service at all times;
- (e) 'Priority Assistance' is not available. Priority Assistance is for people who may be reliant on a telephone service because of a serious medical condition. If you have a serious medical condition we recommend that you consider medical advice and consider your access to other telephony services, such as a mobile phone, before purchasing the Fibre Phone Service;
- (f) calls to 19xx numbers are not available with the NBN Fibre Phone Service;
- (g) the address-based call routing facility used in certain 13 telephone services is not available with the NBN Fibre Phone Service;
- (h) long distance pre-selection to another carrier is not available with the NBN Fibre Phone Service;
- (i) emergency call services and other traditional analogue based services such as security/medical alarms, fax, EFT, TTY and other voice band data services are not guaranteed to operate with the NBN Fibre Phone Service; and
- (j) the NBN Fibre Phone Service is not intended to be a substitute for a primary telephone service.

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### ***Functionality***

- 6.6 You may use the NBN Fibre Phone Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to international destinations.
- 6.7 You may use the NBN Fibre Phone Service to receive calls from the public switched telephone network.
- 6.8 Additional features of the NBN Fibre Phone Service are described with instructions for use in the “Toolbox” located on our Website. For example, such features include voicemail, the ability to divert calls, and the ability to bar certain types of outbound calls such as mobile or international calls from your Service.

### ***Processing delay***

- 6.9 There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However, in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice.

### ***Backup battery***

- 6.10 Your Fibre Phone Service will not work at all in a power outage if you do not have a battery backup unit. If you have a battery backup unit and there is a power outage, you will only be able to use the Fibre Phone Service to make and receive calls (including calls to emergency service numbers like 000):
- (a) if you use a telephone handset that is either:
    - (A) a standard corded telephone handset that is not dependent on mains power and is connected to a voice port (i.e. the UNI-V port) on the network termination device; or
    - (B) a cordless handset that has its own back up power supply that is in working order; and
  - (b) for as long as the battery lasts which is dependent on a number of factors including the age of the battery and whether it is fully charged.

### ***Local number portability and directory listing***

- 6.11 You may be able to port your existing landline telephone number to the NBN Fibre Phone Service, in accordance with Clause 11 of the iiNet Group Phone Service Description. If you do not port your existing telephone number, we will provide you with a new telephone number when we provision the NBN Fibre Phone Service for you.
- 6.12 You may choose to have a directory listing of the telephone number associated with your NBN Fibre Phone Service. The telephone number associated with your NBN Fibre Phone Service will not be listed unless you request us to do so. You may choose either:

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- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

6.13 If you choose to have the telephone number associated with your NBN Fibre Phone Service listed in a telephone directory, and you subsequently wish the telephone number associated with your NBN Fibre Phone Service not to be listed in the telephone directory, you may request via such means and subject to such conditions as may be specified by us, that the telephone number associated with your NBN Fibre Phone Service not be listed in future editions of the directory.

### ***Customer Service Guarantee (CSG) Waiver and Acceptable Use***

6.14 As a condition of us providing the NBN Fibre Phone Service to you, you agree to waive your rights and protection under the CSG.

6.15 . You agree to use the NBN Fibre Phone Service in accordance with our Acceptable Use Policy.

### ***Service cancellation***

6.16 To cancel the NBN Fibre Phone Service the authorised account holder must contact us. We will cancel the NBN Fibre Phone Service subject to the account holder providing proof of identity and meeting all other reasonable cancellation requirements.

6.17 Cancellation of your NBN Fibre Service will result in the cancellation of the corresponding NBN Fibre Phone Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

### ***Default Blocking of Calls to High Fraud Risk Areas***

6.18 By default, calls to a number beginning with an area code listed in the table below will be blocked. You may unblock calls to areas listed in the table below by calling us.

<b>Country</b>	<b>Code</b>
AFGHANISTAN	+93
ASCENSION ISLANDS	+247
AUSTRIAN SERVICE	+438
BELARUS	+375
BENIN	+229
BURUNDI	+257
BULGARIA	+359
COMORO ISLAND	+269
CONGO	+243
COOK ISLANDS	+682
DIEGO GARCIA	+246

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DJIBOUTI	+253
EAST TIMOR	+670
ERITREA	+291
ESTONIA	+372
ETHIOPIA	+251
FALKLAND ISLANDS	+500
GAMBIA	+220
GUINEA REPUBLIC	+224
GUYANA	+592
HAITI	+509
HONDURAS	+504
IVORY COAST	+225
JORDAN	+962
KOREA (NORTH)	+850
LATVIA	+371
LIBERIA	+231
LIBYA	+218
LIECHTENSTEIN	+423
LITHUANIA	+370
MADAGASCAR	+261
MALDIVES PREMIUM	+960900
MALI	+223
NICARAGUA	+505
NIGER	+227
PALESTINE	+970
REUNION	+262
SATELLITE SYSTEM	+882
SAN MARINO	+378
SAO TOME & PRINCIPE	+239
SENEGAL	+221
SERBIA	+381

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SIERRA LEONE		+232
SLOVENIA		+386
SOLOMON ISLANDS		+677
SOMALIA		+252
ST KITTS		+1869
ST. HELENA		+290
SUDAN		+249
SURINAME		+597
SYRIA		+963
TOGO		+228
TUNISIA		+216
TURKS ISLAND	CAICOS	+1649
VIRGIN BRITISH	ISLANDS	+1284

### 7. DATA PACK

- 7.1 You may purchase additional quota for your NBN Fibre Service plan, your NBN FTTB/FTTN Service or your NBN Fixed Wireless plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

### 8. GENERAL TERMS APPLICABLE TO ALL NBN SERVICES

The terms in clauses 9 to 24 of this service description apply to all NBN Services supplied by us.

### 9. CONTRACT TERM

We will provide, and you must acquire, the NBN Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

### 10. INSTALLATION

#### *Appointments*

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- 10.1 You are responsible for ensuring that you (or an adult authorised by you) are at your Premises for the installation appointment to:
- (a) provide access to your Premises for the installation work;
  - (b) approve the final location of the installation; and
  - (c) approve any additional charges for non-standard installation tasks (if applicable).
- 10.2 You acknowledge and agree that:
- (a) if you need to reschedule the installation appointment you must give us at least two Business Days' notice, and that fees may apply for missed appointments;
  - (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
  - (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
  - (d) NBN Co will not guarantee that 'in roof' work will be undertaken; and
  - (e) you will notify the NBN Co technician if any of the following might affect your installation:
    - (A) any heritage requirements or restrictions;
    - (B) any known or suspected asbestos (commonly used before the 1980s); or
    - (C) any recent pest treatments.

### ***Customer cabling and third party services***

- 10.3 You acknowledge that:
- (a) You may need new cabling to connect the location of the NTD to where you intend to use the Service (or other services connected to the NTD). This cabling is not provided as part of the NBN Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.
  - (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.
- 10.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.

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- 10.5 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

### ***Access to your Premises***

- 10.6 You agree that you will allow us (or any other person nominated by us, including NBN Co) safe, efficient and timely access to your Premises when required:

- (a) to supply the service to you or any other customer;
- (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the National Broadband Network or any third party network; or
- (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

- 10.7 You agree that:

- (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
- (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.

- 10.8 If you are not the owner of your Premises, you must obtain the owner's consent for the NBN Equipment to be installed. You agree that the installation of the NBN Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

### ***Service activation and delivery of Hardware***

- 10.9 We will notify you of Service Commencement Date via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 10.10 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 10.11 You acknowledge that we may activate the NBN Service before delivering the Hardware.
- 10.12 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

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### 11. DISCLOSURE OF INFORMATION

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including NBN Co), as reasonably required by us or our third party suppliers for providing the NBN Service to you or maintaining networks related to the NBN Service.

### 12. PREVIOUS SERVICES

12.1 You acknowledge and agree that:

- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the NBN Service;
- (b) prior to the date that the NBN Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the NBN Service is provided by us;
- (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an application for the NBN Service, any pending orders in relation to your Existing Service will be cancelled;
- (f) whether or not we provide the NBN Service to you is dependent on a number of factors including availability of the service. The availability of the NBN Service also varies depending on the geographic and technical capability of the underlying Network, if we agree to provide the NBN Service to you, we will advise you if there is any significant delay during the application process.

### 13. SOFTWARE

13.1 We may choose to provide you with Software for use with the Service.

#### ***Licence to use***

13.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 13 and any end user agreement provided with the Software at the time of installation.

#### ***Restrictions on use***

13.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional



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Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;

- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the Copyright Act 1968;
  - (c) only use the Software in accordance with our reasonable directions from time to time;
  - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
  - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
  - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 13.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

### **14. REQUIRED EQUIPMENT**

- 14.1 If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 14.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 14.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- 14.4 Where we supply you a modem, we may manage this modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

### **15. NBN CO EQUIPMENT**

- 15.1 Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Boundary Point, NBN Co owns the NBN Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the NBN Equipment and that you will comply with all reasonable instructions of us or NBN Co to protect NBN Co's ownership of the NBN Equipment. You agree that without NBN Co's prior written agreement, you will not remove or obscure any identification marks on the NBN Equipment. You agree that the NBN Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or NBN Co to do so.

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- 15.2 You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the NBN Equipment.
- 15.3 You will not interfere with or damage the NBN Equipment and you will take all reasonable care of the NBN Equipment.
- 15.4 You are liable for any damage to or removal of the NBN Equipment, unless the damage or removal is caused by us or our contractors or NBN Co or its contractors.

### **16. YOUR EQUIPMENT**

- 16.1 You agree to ensure that any equipment used by you in connection with the Service:
- (a) is approved for use in connection with Australian telecommunications networks;
  - (b) is not used for any purpose other than the purposes for which it was approved; and
  - (c) is maintained in good repair and working condition.
- 16.2 You acknowledge and agree that:
- (a) equipment that functions on a copper network may not function on the NBN;
  - (b) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
  - (c) it is your responsibility to establish whether Your Equipment is compatible with your NBN service and we accept no responsibility for establishing whether Your Equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of Your Equipment;
  - (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an NBN service that does not have battery back-up.

### **17. USE OF THE SERVICE**

- 17.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 17; and
  - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 17.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 17.3 You must ensure that any software you use in relation to the Service is properly licensed.

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- 17.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 17.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 17.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
  - (b) deleting stored email messages that are older than 90 days;
  - (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
  - (d) delivering access and content via proxy servers;
  - (e) limiting the number of addresses to whom an outgoing email can be sent;
  - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
  - (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 17.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 17.8 You may request additional users on the Service in accordance with the Pricing Schedule
- 17.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 17.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Acceptable Use Policy or upon the request of an authorised authority.
- 17.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## **18. SERVICE CHARGES AND BILLING**

### ***Service charges***

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18.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.

18.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

### ***Billing***

18.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.

18.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

### ***Commencement of charges***

18.5 Service charges will accrue from the Service Commencement Date.

### ***Payment***

18.6 You must pay the charges for the Service:

- (a) by direct debit payment from your credit card or nominated bank account; or
- (b) by an acceptable method as described on your invoice.

18.7 If you provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 18.5;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
- (d) charge any applicable Break Fee to your credit card following cancellation of the Service.

18.8 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

18.9 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of the General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or

## **IINET GROUP CRA – NBN SERVICE DESCRIPTION**

- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

### **19. MONTHLY USAGE ALLOWANCE AND SHAPING**

#### ***Monthly usage allowance***

- 19.1 Each NBN Plan provides a Monthly Usage Allowance that represents the maximum Usage without Shaping or additional charges during a Billing Month (regardless of the number of days in that month). All traffic is counted towards the Monthly Usage Allowance on the NBN Service, including Netphone Service uploads (if applicable).
- 19.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service (“Billing Month”).

#### ***Shaping***

- 19.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the NBN Service will be Shaped (Downstream and Upstream).
- 19.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 19.5 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your usage.
- 19.6 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to the applicable period (Peak, Off Peak, or Anytime). Any unused quota in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months. Data packs are not available on the NBN Satellite Service.

#### ***Monitoring your Usage***

- 19.7 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 19.8 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

### **20. CANCELLATION, SUSPENSION OR VARIATION**

#### ***Cancellation or suspension by us***

- 20.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

#### ***Cancellation or suspension by you***

- 20.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 20.3.

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20.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to our Billing Policy, you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.

20.4 NBN Services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

### ***Variations***

20.5 You may vary your NBN Plan within the NBN Service range. A fee for making a variation may apply as described in the Pricing Schedule.

20.6 If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.

20.7 The variation of your Service or NBN Plan, will not affect the duration of the Contract Term.

20.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

## **21. MOVING PREMISES**

21.1 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing NBN Service.

21.2 If the Service is available at your new Premises:

(a) we may accept your Application and provide the Service at your new Premises; and

(b) we will charge you a setup fee as specified in the Pricing Schedule.

21.3 If the Service is not available at your new Premises and you move before the end of the Contract Term and:

(a) you elect to obtain an alternative service from us at your new address, we will waive any applicable Break Fee, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).

(b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

## **22. CUSTOMER SUPPORT**

22.1 You acknowledge that:

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- (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
- (b) We do not provide technical support for Services under the following conditions:
  - (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
  - (B) running network services or providing network services to others via the Service;
  - (C) running connectivity software other than Software that we provide to you; or
  - (D) Macintosh operating systems below v10.0.
- (c) We do not guarantee that the Hardware will be compatible with any network of machines.
- (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
- (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
- (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

### ***Fault reporting and rectification***

- 22.2 You agree your NBN Service is provided to you by us and not NBN Co and you do not have a contract with NBN Co. You agree to report to us – and specifically NOT to NBN Co - any faults or other issues with the NBN Service that you are obtaining from us.
- 22.3 If your NBN Service is faulty, in most cases you will be required to be at the Premises where the NBN Service is installed for the fault to be fixed. If iiNet requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 22.4 If you lodge a fault on the NBN Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 22.5 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

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- 22.5 If you lodge a fault on the NBN Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that iiNet perform the required work. If requested, iiNet will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- 22.6 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

### ***Warranty***

- 22.7 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.
- 22.8 If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
- (a) any equipment not provided by us (such as your computer);
  - (b) any interference caused by a Force Majeure Event;
  - (c) any interference with or modification to this equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
  - (d) damage caused by you,

then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

## **23. LIMITATION OF LIABILITY FOR NBN CO**

You agree that, where you acquire an NBN Service from us under this Service Schedule, any reference to "we", "us" or "our" in the liability provisions contained in clauses 14 and 15 of the General Terms will be interpreted so as to include NBN Co, its related Bodies Corporate and each of their respective personnel.

## **24. DEFINITIONS**

- 24.1 In this Service Description:

**Billing month** has the meaning set out in clause 19.2

**Connecting Cable** means in relation to the NBN FTTN Network, the copper or aluminium based line which connects from a PCD or building entry point to the Telecommunications Outlet or Passive NTD.

**Existing Service** means the broadband internet and/or telephony service that we or a related entity supply to you via the copper network at your Premises.



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**Hardware** means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

**Jumper Cable** means a pair of twisted insulated conductors that connects from NBN Co's side of the main distribution frame to your side of the main distribution frame in an MDU.

**Lead-In** means a line that connects, or is intended to connect, an NBN service to the Network Boundary Point at your Premises.

**MDU** means a site with a main distribution frame which comprises one or more premises in a single location.

**National Broadband Network** means the network operated by NBN Co which is intended to provide all premises in Australia with access to a broadband Internet service through optical fibre, wireless or satellite technologies.

**NBN Co** means NBN Co Limited ABN 86 136 533 741.

**NBN Equipment** has the meaning set out in clause 15.

**NBN Fixed Wireless Customer Access Network** means the fixed wireless customer access network that forms part of the National Broadband Network.

**NBN FTTB/FTTN Network** means the NBN Fibre to the Building or NBN Fibre to the Node network that forms part of the National Broadband Network.

**NBN Interim Satellite Network** means the interim satellite network that forms part of the National Broadband Network. This network is scheduled to be decommissioned by NBN Co in early 2017. End users of the NBN Interim Satellite service are able to migrate to the NBN Long Term Satellite Network or in some instances the NBN Fixed Wireless Customer Access Network (subject to availability).

**NBN Optical Fibre Access Network** means the optical fibre customer access network that forms part of the National Broadband Network.

**NBN Long Term Satellite Network** means the NBN Long Term Satellite network that forms part of the National Broadband Network.

**Netphone Service** is a VoIP service which we may supply with the following NBN Services:

- (a) the NBN Fibre Service;
- (b) the NBN FTTB/FTTN Service
- (c) the NBN Fixed Wireless Service.

Specific terms for the Netphone Service are set out in the iiNet Group Phone Service Description

**Network Boundary Point** means the point where the NBN Service is provided to, which is;

- (a) in relation to NBN Fibre (FTTP), NBN Satellite or NBN Fixed Wireless the Ethernet port on the network termination device at your Premises

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- (b) in relation to NBN FTTB, your side of the main distribution frame, located in the multi-dwelling unit site where your Premises is located
- (c) in relation to NBN FTTN, the Telecommunications Outlet, or if present, the Passive NTD

**NTD** means a network termination device that is a demarcation point between a carrier's network and customer cabling or equipment.

**Passive NTD** means a passive or non-powered device:

- (a) provided by a Carrier to establish a demarcation point between the Carrier's network and customer cabling / equipment; and
- (b) permanently marked at manufacture with the words 'Network Termination Device' or the letters 'NTD'.

**Required Equipment** includes a modem and any other customer premises equipment that is required to access the Service.

**Software** means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**Telecommunications Outlet** means the first accessible point your Premises at which Required Equipment can be terminated and connected to a copper pair for the transmission of an NBN FTTB/FTTN Service.

**Toolbox** means the iiNet customer account management area of our Website accessible by using your username and password.

**Usage** means data that is Downloaded or Uploaded. Please note Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you incur Usage. The Service option and/or NBN Plan you select will determine how your Usage with us is calculated and billed.